



subparagraphs a, b, d and e for the lease.

9. A fully serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term, if any. In the event, the Lessor is amortizing the Tenant Improvements and/or the Building Specific Amortized Security over a period of time exceeding the firm term of the lease, provide the fully-serviced lease rate for the period beyond this time frame. The rate proposed for either of these portions of the term must not reflect any Tenant Improvements or Building Specific Amortized Security as they will be deemed to have been fully amortized over the firm term or extended amortization period. If the fully serviced lease rate beyond the firm term of the lease or extended amortization period is not reduced dollar-for-dollar for the value of the fully amortized Tenant Improvements or Building Specific Amortized Security, the difference should be reflected as an increased shell rental rate for that period as indicated in subparagraph (a) above. In the event the Government exercises its termination rights in the period beyond the firm term of the lease, the Offeror/Lessor assumes the risk of any unamortized Tenant Improvements and/or unamortized Building Specific Amortized Security
10. To support the construction costs for the building shell as indicated on the GSA Form 1364A, submit a Building Shell Construction Cost in Construction Specification Institute (CSI) Format (the original 16 category format) and Uniformat, Level 3. Estimates should include all divisions along with design fees, contingency, general conditions, and Contractor's Overhead and Profit.
11. To support the construction costs for the Tenant Improvements as indicated on the GSA Form 1364A, submit a Tenant Improvements Construction Cost in Construction Specification Institute (CSI) Format (the original 16 category format) and Uniformat, Level 3. Estimates should include all divisions along with design fees, contingency, general conditions, and Contractor's Overhead and Profit.

#### 3.4 NEGOTIATIONS (MAY 2005)

- A. After receipt of Phase II offers, negotiations will be conducted on behalf of the Government by the Contracting Officer. The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers). The Government reserves the right to reject all revised offers.

#### 3.5 ADJUSTMENTS TO OFFERED PRICES PRIOR TO PRESENT VALUE EVALUATION (JUL 2008)

- A. This is a turnkey project (see Paragraph 1.1G). The offerors must provide a gross rental rate that includes a separate per square foot rate that amortizes all of the Tenant Improvements required by the SFO, all SFO attachments, amendments, and any written or referenced specifications. So that the Government (in accordance with FAR 15.403) can determine that the turnkey tenant improvements (see the TENANT IMPROVEMENTS FOR TURNKEY LEASES paragraph elsewhere in this SFO) for this projects are fair and reasonable, the Government will evaluate and adjust the gross rental rates submitted by offerors, if needed.

The amount of Tenant Improvements Costs allowed to be amortized in the rent payable to the Lessor is limited by a Tenant Improvement Allowance that is computed by the Government. The offeror's rental rate may be adjusted if his/her Tenant Improvement Costs exceed that Government-determined Tenant Improvement Allowance. This Allowance will not be disclosed to offerors, however, it is a rate per ABOA square foot, and the same rate will be used for any and all recomputations of offerors' rental rates. The adjustments will be made in the price evaluation as follows.

- B. After converting all square footage rates to ANSI/BOMA Office Area rates (ABOA), and prior to performing the present value evaluation described in the Evaluation of Offered Prices (Present Value) paragraph below, the Contracting Officer will make adjustments to the annual rental rate as follows:
  1. Compute the ABOA Tenant Improvement Allowance to be provided by the Government. This per square foot amount will be used for each offer to calculate the adjusted rental rates to be used in the Evaluation of Offered Prices (Present Value).
  2. Deduct the Offeror's ABOA per square foot cost of total Tenant Improvements from the offered per square foot rental rate as reflected on the GSA Form 1364.
  3. Using the Offeror's stated amortization term and interest rate, compute a revised per square foot rate for the Tenant Improvement Costs using the Allowance computed by the Government. This will yield the re-amortized amount of Tenant Improvements that the Government will fund through the rent.



4. Add the re-amortized Tenant Improvements per square foot cost to the building shell (including real estate taxes), Building Specific Amortized Security and operating costs per square foot costs. This is the adjusted gross rental rate to be used in the present value calculation in the Evaluation of Offered Prices (Present Value) paragraph below. This is also the rental rate the Government will state in any resulting lease.
5. Over and above the Government's Tenant Improvement Allowance, the difference, if any, between the Offeror's stated Tenant Improvement Costs and the Government-driven Tenant Improvement Allowance is present value for purposes of the Price Evaluation (Present Value) paragraph. This difference must be funded by the Tenant Agency via Reimbursable Work Authorization. The Contracting Officer will not give a Notice to Proceed for Tenant Improvements to the successful offeror/lessor until the required funding document has been received from the Tenant Agency. Upon acceptance of the Tenant Improvements, the successful offeror/lessor must invoice the Government for this difference in accordance with the "Other Payments" section of the Prompt Payment clause in the General Clauses (GSA Form 3517B).
6. In the event the sum of the adjusted Tenant Improvements, shell rent, Building Specific Amortized Security and operating rent exceeds a Government-imposed rent limit, the Building Specific Amortized Security and/or Tenant Improvements will be reduced so that the rent limit is not exceeded. That difference in costs is also present value for purposes of the Price Evaluation (Present Value) paragraph, and the funding, Notice to Proceed, and invoicing procedures described in subparagraph 5 above will apply.

**3.6 EVALUATION OF OFFERED PRICE (PRESENT VALUE) (MAR 2006)(\*)**

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.
- C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offered prices will be either on the basis of the annual price per ANSI/BOMA Office Area square foot as adjusted in accordance with the ADJUSTMENTS TO OFFERED PRICES PRIOR TO PRESENT VALUE EVALUATION paragraph above if an adjustment was required or as proposed by the Offeror if no adjustment is required. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
  1. Parking and ware yard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
  2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.
  3. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
  4. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
5. To the gross PVC will be added:
  - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
  - b. If the successful offeror/lessor's Tenant Improvement Cost exceeds the Government-provided Tenant Improvement Allowance, that difference will be applied as indicated in the ADJUSTMENTS TO OFFERED PRICES PRIOR TO PRESENT VALUE EVALUATION subparagraph 5 above for the lump sum payment. This amount is based on each offeror's rent structure, and it is calculated by the GSA Contracting Officer. (The lump sum payment is present value; it will not be discounted.)



- c. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of the portion of the Tenant Improvement Allowance that represents the Offeror's General Conditions and other fees that will not be available to the tenant for actual construction items. The cost of these items is present value; therefore, it will not be discounted. These figures will be taken from the "Offeror's Tenant Improvement Fees Schedule" that the offeror submits as part of his/her offer.
- d. The cost of overtime HVAC estimated to be 6,250 hours per year for the 24-hour areas totaling \_\_\_\_\_ ANSI/BOMA office area only. This cost is present value, and it will not be discounted.
6. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

### 3.7 OFFICE OF MANAGEMENT AND BUDGET SCORING EVALUATION

In accordance with OMB Circular A-11, the Government shall perform calculations on the submitted price proposals that determine the present value of the net operating income over the life of the lease. This calculation shall not exceed 90 percent of the fair market value of the asset as determined by the Government's General Construction Cost Review Guide (GCCRG). The calculation will subtract operating expenses, taxes, insurance, Offeror's management fees, building maintenance cost, and reserves for capital replacement cost from the gross annual rent, to arrive at net operating income.

### 3.8 AWARD (JUL 2008)

A. The Government will evaluate Phase II proposals and select for award the proposal that satisfies all of the minimum requirements set forth in the SFO and, consistent with the Phase II technical evaluation factors, represents the best overall value to the Government. Please refer to Paragraph 2.2, STATEMENT OF PROPOSED EVALUATION AND SELECTION PROCESS for further detail.

B. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.

C. The proposed lease will consist of:

1. Standard Form 2, U.S. Government Lease for Real Property,
2. Required clauses, including General Clauses, GSA Form 3517,
3. Required certifications and representations,
4. The pertinent provisions of the offer, and
5. The pertinent provisions of the SFO.

#### D. IRREVOCABLE LETTER OF CREDIT

Concurrent with the execution of this lease, the successful offeror shall deliver to the General Services Administration (GSA) Contracting Officer an unconditional and irrevocable letter of credit in the amount of five hundred thousand dollars (\$500,000.00) substantially in the form attached hereto as Exhibit A ("Letter of Credit"). The Letter of Credit shall be issued by a bank or lender as security for the full and faithful performance by the successful offeror in completing and delivering the space within the time stated in this Solicitation for Offers.

The Letter of Credit shall expire as soon as the successful offeror provides written verification, such as a deposit slip, to the Contracting Officer that funds in an amount sufficient to complete the construction of this project have been deposited into the successful offeror's construction account. This amount must equal or exceed the sum of the shell construction costs and tenant improvement construction costs reflected in the Lessor's Proposal to Lease Space (GSA Form 1364). The Contracting Officer shall then provide the successful offeror a written statement declaring the expiration of this Letter of Credit.

In the event the Lessor fails to obtain sufficient funds within 60 calendar days of completion of the construction drawings, the Letter of Credit shall entitle GSA to draw in whole or in part upon presentation to the bank or lender of a sight draft and statement by the Contracting Officer that GSA is entitled to draw thereunder pursuant to the terms and provisions of the Lease.

This remedy is not exclusive and is in addition to any other default remedies available under this or at law.

E. The acceptance of the offer and award of the lease by the Government occurs upon execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.



**3.9 POST AWARD DELIVERABLES (\*)**

A. The Successful Offeror shall provide the following presentation boards to the Contracting Officer within 15 days of award. The boards shall be securely mounted on two sets of 30 inch by 40 inch presentation surfaces, mounted on rigid boards, not to exceed ½" in thickness.

1. Contextual Site Plans (Fully Colored)
2. Security Site Plan (Fully Colored)
3. Exterior Elevations for all buildings (Fully Colored)
4. Three Exterior Perspectives (Fully Colored)
5. Interior Main Lobby, Main Elevator Lobby and Typical Floor Elevator Lobby Perspectives (Fully Colored).







#### **4.0 MISCELLANEOUS**

##### **4.1 ADDITIONAL REQUIREMENTS**

Refer to the POR for additional requirements.

##### **4.2 UNIT COSTS FOR ADJUSTMENTS (\*)**

Prices for the items listed in Attachment B, when agreed upon by both parties, will be incorporated in the lease contract and will be used to make the adjustment for variances between quantities actually required by the approved layout. The price quoted will also be used to order alterations during the first year of the lease. The price quoted shall be the cost to furnish, install, and maintain each item, unless otherwise specified. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

##### **4.3 SUBSEQUENT TENANT ALTERATIONS \$100,000 OR LESS (AUG 2008)**

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form when specifically authorized to do so by the Contracting Officer. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders for tenant improvements of \$100,000 or less may be placed by the Contracting Officer or GSA Buildings Manager. Tenant Agency officials may place orders for Tenant Improvements \$100,000 or less when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency under the authorization described in paragraph B above, will be made directly by the Tenant Agency placing the order.

##### **4.4 TAX ADJUSTMENT (AUG 2008)**

###### **A. Purpose:**

This paragraph provides for adjustment in the rent ("Tax Adjustment") to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax Adjustments shall be calculated in accordance with this Clause.

###### **B. Definitions:**

The following definitions apply to the use of capitalized terms within this paragraph:

1. "Property" is the land, buildings and other improvements of which the premises (as fully described in the U.S. Government Lease for Real Property, SF2) form all or a part.
2. "Real Estate Taxes" are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a State or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.
3. "Taxing Authority" is a State, Commonwealth, Territory, County, City, Parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.
4. "Tax Year" refers to the 12-month period adopted by a Taxing Authority as its fiscal year for the purpose of assessing Real Estate Taxes on an annual basis.
5. "Tax Abatement" is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable Real Estate Tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.
6. "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest or penalties.



7. "Real Estate Tax Base" is the Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the "Tax Base Year." Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the property.
8. The Property is deemed to be "Fully Assessed" (and Real Estate Taxes are deemed to be based on a "Full Assessment") only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.
9. "Percentage of Occupancy" refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For buildings, the Percentage of Occupancy is determined by calculating the ratio of the rentable square feet occupied by the Government pursuant to the Lease to the total rentable square feet in the building or buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases in the amount of space leased by the Government or in the amount of rentable space on the Property.
- C. Adjustment for Changes in Real Estate Taxes:
1. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "Tax Adjustment." The amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the Tax Adjustment in a single annual lump sum payment to the Lessor. In the event that this Tax Adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.
  2. If the Property contains more than one separately assessed parcel, then more than one Tax Adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.
  3. After commencement of the Lease term, the Lessor shall provide to the Contracting Officer copies of all Real Estate Tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the Contracting Officer shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine Tax Adjustments. The Contracting Officer may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative Supplemental Lease Agreement indicating the Base Year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.
  4. The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to a) improvements or renovations to the Property not required by this Lease, or b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the Contracting Officer may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.
  5. If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for the purpose of determining Tax Adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.
  6. If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Clause.
  7. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the Contracting Officer all relevant tax records for determining whether a Tax Adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.
  8. If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the Real Estate Tax increase due as a result of this section for the Tax Year will be prorated based on the number of days that the Lease and



the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease, as determined in the Contracting Officer's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

9. In order to obtain a Tax Adjustment, the Lessor shall furnish the Contracting Officer with copies of all paid tax receipts, or other similar evidence of payment acceptable to the Contracting Officer, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, Prompt Payment) for the requested Tax Adjustment, including the calculation thereof. All such documents must be received by the Contracting Officer within 60 calendar days after the last date the Real Estate Tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS CLAUSE FOR THE TAX YEAR AFFECTED.

- D. **Tax Appeals:**  
If the Government occupies more than 50% of the Building by virtue of this and any other Government lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

4.5 **PERCENTAGE OF OCCUPANCY**

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

4.6 **OPERATING COSTS (AUG 2008)**

- A. The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.
- B. Beginning with the second year of the lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- C. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month prior which begins each successive 12-month period. For example, a lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease; however payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.
- D. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- E. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, referenced in this solicitation.



**4.7 RENTABLE SPACE (APRIL 2006)**

- A. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

**4.8 ANSI/BOMA OFFICE AREA SQUARE FEET (APR 2006)**

- A. For the purposes of this solicitation, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. ANSI/BOMA Office Area (ABOA) square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

**4.9 COMMON AREA FACTOR (SEP 2000)**

The Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space.

**4.10 APPURTENANT AREAS**

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

**4.11 LIQUIDATED DAMAGES, (AUG 2008)(\*)**

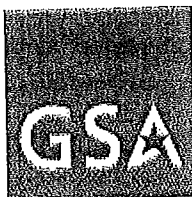
- A. In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of \$4,600.00 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government as a result of the Lessor's delay.

**4.12 VENDING FACILITIES (SEP 2000)**

- A. Approximately 300 square feet of the ANSI/BOMA Office Area space in the "Amount and Type of Space" paragraph of the SUMMARY section of this SFO will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump sum basis or a rental increase.
- B. The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist.

**4.13 ADJUSTMENT FOR VACANT PREMISES (VARIATION) (SEP 1999) (\*)**

- A. This clause is based on General Services Acquisition Regulation (GSAR) clause 552.270-16.
- B. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- C. The rate will be reduced by that portion of the cost per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. This rate will be negotiated and incorporated into the resulting lease. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.



**4.14 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000) (\*)**

- A. AT THE TIME OF SUBMISSION OF PHASE II OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:
1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
  2. The name of the proposed construction contractor, as well as evidence of the contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
  3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services as well as any other individuals or firms that are required to be licensed in the that state.
  4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
  5. Evidence of ownership or control of site.

B. AFTER AWARD:

1. From the date of lease award, the successful Offeror shall provide to the Contracting Officer evidence of the following:
  - a. Within 30 days, a firm commitment of funds in an amount sufficient to perform the work;
  - b. Within 15 days, an award of a construction contract with a firm completion date as reflected on the construction schedule;
  - c. Within 30 days of completion and Government's approval of the 95% construction drawings, issuance of a building permit covering construction of the improvements.

**4.15 CONSTRUCTION SCHEDULE (\*)**

- A. Within 15 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than 30 days after award.
- B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Government demised area (by floor, block, or other appropriate category); and 8) final construction completion.
- C. FOR CONSTRUCTION SCHEDULING REQUIREMENTS REFER TO THE POR.

**4.16 CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (JUL 2008) (\*)**

- A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into seven tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's construction documents; 4) the Government's review of the construction documents; 5) the Notice to Proceed (NTP) process; 6) the Lessor's construction of the subject leased area; and 7) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to "approval" shall mean such approval granted by the GSA Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the GSA Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.
- B. DESIGN INTENT DRAWINGS:
1. The Lessor shall prepare, as part of shell rent, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due from the Lessor within 88 working days from award.

2. Review: The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working/construction drawings. The Government's review



and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within 10 working days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have 5 working days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

C. **WORKING/CONSTRUCTION DRAWINGS:**

The Lessor shall prepare final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within 110 working days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others.

D. **REVIEW OF WORKING/CONSTRUCTION DRAWINGS AND NOTICE TO PROCEED:**

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's construction documents prior to the Lessor's commencement of interior construction. The Government's review of the construction documents is limited to the construction documents' conformance to the specific requirements of the SFO and POR and to the approved design intent drawings. The Government shall perform all reviews of construction documents within 30 working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's construction documents, the Government shall state such in writing to the Lessor, and the Lessor shall have 10 working days to cure all noted defects before returning the construction documents to the Government for a subsequent review. Upon complete Government review for conformance of the construction documents to the design intent drawings, the Lessor shall obtain the necessary permits. Notwithstanding the Government's review of the construction documents, the Lessor is solely responsible and liable for the technical accuracy of the construction documents in meeting all requirements and provisions of the lease and the Government-approved design intent drawings. The Lessor shall obtain the necessary permits and may commence construction of the shell space. Upon completion of tenant improvement construction documents and final review of them by the Government, the Government will issue a notice to proceed for the tenant improvements.

E. **CONSTRUCTION OF TENANT IMPROVEMENTS:**

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO and POR. The Lessor shall complete Tenant Improvements within 402 working days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines, systems furniture or equipment as stated in the POR. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

F. **ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:**

22 working days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have 5 working days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items (see the Definitions paragraph of GSA Form 3517, General Clauses). Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
2. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Lessor shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.



**G. RENT COMMENCEMENT:**

1. The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in SFO paragraph titled Occupancy Date (SEP 2000).

**H. LEASE COMMENCEMENT:**

1. The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space. In any case, the lease commencement date shall not be prior to the rent commencement date.

**4.17 PROGRESS REPORTS (SEP 2000)**

After start of construction, the Lessor shall submit to the Contracting Officer, written progress reports, to include photos and AIA field reports at intervals of 30 days. Each report shall include 1) information as to the percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. These reports shall be provided simultaneously to both the Contracting Officer and the Tenant in a format agreed upon by the team members. At the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and or contractors regarding the progress of design and construction. Such meetings shall be held at a location to be designated by the Contracting Officer. It is the sole responsibility of the Lessor to take and distribute meeting minutes within 5 days to all project team members in the agreed upon format.

**4.18 CONSTRUCTION INSPECTIONS**

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

**4.19 NOVATION AND CHANGE OF NAME (AUG 2008)**

- A. In the event of a transfer of ownership of the lease premises, an assignment of lease or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).
- B. The Government and the Lessor may execute a Change of Name Agreement where only a change of the Lessor's name is involved and the Government's and the Lessor's rights and obligations remain unaffected. A sample form is found at FAR 42.1205
- C. The Government, the Lessor and the successor in interest may execute a Novation Agreement when the Lessor's rights or obligations under the lease are legally transferred.
- D. In addition to all documents required by Far 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.
- E. The transferee must submit a new GSA Form 3518, Representations and Certifications.
- F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.
- G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of novation agreements is detailed at FAR 42.1204.
- H. When executed on behalf of the Government, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.
- I. In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the Contracting Officer.





J. Notwithstanding anything to the contrary in this Lease, the Government has no obligation to recognize a change of ownership or interest until (1) the payment of rent has commenced; and (2) any amounts due and owing to the Government hereunder have been paid in full or completely set off against this Lease.

4.20 **CENTRAL CONTRACTOR REGISTRATION (AUG 2008)**

The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. No change of ownership of the leased premises will be recognized by the Government until the new owner registers in the CCR system.





## **5.0 GENERAL**

### **5.1 ADDITIONAL REQUIREMENTS (\*) FOR REQUIREMENTS, REFER TO THE POR.**

### **5.2 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000) (\*)** The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically pleasing appearance including an attractive front and entranceway. The building shall have energy efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use.

### **5.3 CONSTRUCTION WASTE MANAGEMENT (DEC 2007)(\*)** A. Recycling construction waste is mandatory for initial space alterations for tenant improvements and subsequent alterations under the lease.

B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

#### **C. SUBMITTAL REQUIREMENT:**

1. Prior to construction commencement, the Offeror shall submit to the Government a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the Contracting Officer, may permit alternative means of disposal.

#### **D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:**

1. ceiling grid and tile;
2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
3. duct work and HVAC equipment;
4. wiring and electrical equipment;
5. aluminum and/or steel doors and frames;
6. hardware;
7. drywall;
8. steel studs;
9. carpet, carpet backing, and carpet padding;
10. wood;
11. insulation;
12. cardboard packaging;
13. pallets;
14. windows and glazing materials;
15. all miscellaneous metals (as in steel support frames for filing equipment); and
16. all other finish and construction materials.

#### **E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.**

#### **F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.**

#### **G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.**

### **5.4 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000) (\*)**

- A. For alterations performed during the lease term, items and materials existing in the leased space, or to be removed from the leased space during the demolition phase, are eligible for reuse in the construction phase of the alteration project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and



shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

**5.5 WAIVER OF RESTORATION (APRIL 2006) (\*)**

The Lessor hereby waives and forever relinquishes any right to make claim against the Government for waste, damages, or restoration arising from or related to any alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations may be completed by either the Government and/or the Lessor including initial buildout of the leased space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

**5.6 INDOOR AIR QUALITY DURING CONSTRUCTION AND OCCUPANCY (DEC 2007)**

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products including but not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. FLUSH-OUT PROCEDURE:
1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before the tenant agency's occupancy of the space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
  2. After the 3-day period the space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
  3. Any deviation from this ventilation plan must be approved by the Contracting Officer.
- G. The Lessor is required to provide regularly occupied areas of the tenant space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.
- H. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) *IAQ Guideline for Occupied Buildings Under Construction*, 1995, Chapter 3.
- I. Protect stored onsite and installed absorptive materials from moisture damage.
- J. If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) 52.2-1999.

**5.7 WORK PERFORMANCE (SEP 2000) (\*)**

- A. All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.



B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

**5.8 BUILDING SYSTEMS (JAN 1997) (\*)**

A. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

B. Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease. This report may include, but is not limited to, the calculations, drawings, and equipment data as required by the Contracting Officer.

**5.9 SPACE EFFICIENCY (SEP 2000) (\*)**

A. The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

**5.10 FLOOR PLANS AFTER OCCUPANCY (\*)**

A. All drawings submitted must have been generated by a Computer Aided Design (CAD) program which is compatible with Windows AutoCAD 2000, Architectural Desktop (herein called AutoCAD) or later format. The required file extension is .DWG. All clean, purged, and bound files are to be submitted on CD-ROM. All drawings must meet the PBS CAD Standards, March 25, 2004 - See Attachment G. These standards are available at [www.gsa.gov/clfm](http://www.gsa.gov/clfm) or may be requested through the Contracting Officer.

B. NOTE: The use of English units is acceptable, rather than the current Metric standards. Changes to the standard may be made at the discretion of the Contracting Officer

**5.11 AS-BUILT FLOOR PLANS (\*)**

A. The contractor shall be required to maintain one complete set of marked-up as-builts on site during the duration of the project. Upon completion of the project, the Lessor shall be required to make changes and or additions to the original CAD construction drawings to reflect the marked-up as-built drawings. Within 90 days after occupancy, the Lessor shall provide to the Contracting Officer 2 complete copies of the as-built drawings in AutoCAD and PDF file format on CD-ROMs.

B. Within 90 days after occupancy, the Lessor shall provide 2 full printed sets of as built plans, scaled at 1/8" = 1' 0", showing the space under lease, as well as corridors, stairways, and core areas, to the Contracting Officer.

C. A final HVAC test and balance report shall be provided to the Government within 90 days after occupancy.

**5.12 FLOORS AND FLOOR LOAD (SEP 2000) (\*)**

A. Shell Requirement

1. All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10 foot, 0 inch horizontal run in accordance with the American Concrete Institute standards, 2) non slip, and 3) acceptable to the Contracting Officer. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

1. Tenant Improvement

1. All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10 foot, 0 inch horizontal run in accordance with the American Concrete Institute standards, 2) non slip, and 3) acceptable to the Contracting Officer. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 200 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

2. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR

**5.13 STRUCTURAL INTEGRITY (\*)**

A. The building shall be of sound construction and shall be designed to prevent or eliminate progressive collapse in accordance with GSA document "Progressive Collapse Analysis and Design Guidelines for New Federal Office Buildings and Major Modernization



Projects" (June 2003). A licensed structural engineer shall certify compliance. Building shall comply with the latest edition of the Building Code, as determined by the local authority having jurisdiction.

- B. The facility shall also accommodate the loss of one primary column without progressive collapse in the event of an internal explosion.
- C. Progressive collapse requirements apply to all columns (both perimeter and interior) within the buildings as they relate to explosive threats outside the buildings (including explosive threats within the receiving area).

**5.14 VESTIBULES (\*)**

Vestibules shall be provided at all entrances and exits, to the building except for an exit that is to be used solely for emergency egress. In the event of negative air pressure conditions, the Lessor shall make provisions to equalize air pressure.

**5.15 WINDOWS (AUG 2008)**

- A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.
- B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the building.
- C. Fire rated glazing shall comply with ANSI Z97.1, Safety Glazing Materials Used in Buildings – Safety Performance Specifications and Methods of Test and CPSC 16CFR1201, Category 1, Safety Standard for Architectural Glazing Materials.
- D. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

**5.16 ACCESSIBILITY (SEP 2000)**

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with Architectural Barriers Act Accessibility Standards (ABAAS).

**5.17 LANDSCAPING (SEP 2000)**

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
  - 1. employing practices which avoid or minimize the need for fertilizers and pesticides;
  - 2. prohibiting the use of the 2,4 Dichlorophenoxyacetic Acid (2,4 D) herbicide and organophosphates; and
  - 3. composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, [WWW.EPA.GOV/CPG](http://WWW.EPA.GOV/CPG).
- D. The Offeror/Lessor and his landscape contractor shall remove or relocate any landscape specimens deemed by the Government to be inappropriate or incompatible with CCTV and/or other security measures at no additional expense to the Government.
- E. The Contracting Officer shall approve the landscaping to be provided.

**5.18 HARDSCAPE (APR 2006) (\*)**

High traffic areas such as loading dock and loading dock approach, dumpster apron areas, and truck turnarounds, shall be constructed of slab on grade concrete and support emergency vehicle access. Any asphalt paving used for other traffic areas must meet Department of Transportation Standards.

**5.19 ENTRYWAY SYSTEMS (AUG 2005) (\*)**

The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the building at all primary exterior entryways. Roll-out mats at least 6' long are acceptable if maintained on a weekly basis by a contracted service organization.



## **6.0 ARCHITECTURAL**

### **6.1 ADDITIONAL REQUIREMENTS (\*)** FOR ADDITIONAL REQUIREMENTS, REFER TO POR.

### **6.2 RECYCLED CONTENT PRODUCTS (SEP 2000)**

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the [www.epa.gov/cpg/products.htm](http://www.epa.gov/cpg/products.htm) web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:
1. the cost of the recommended product is unreasonable;
  2. inadequate competition exists;
  3. items are not available within a reasonable period of time; and
  4. items do not meet the SFO's performance standards.

### **6.3 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)**

- A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.
- B. Refer to EPA's environmentally preferable purchasing web site, [www.epa.gov/epp](http://www.epa.gov/epp) and USDA BioPreferred products web site [www.biobased.oce.usda.gov/fb4p/](http://www.biobased.oce.usda.gov/fb4p/). In general, environmentally preferable products and materials do one or more of the following:
1. Contain recycled material, are biobased, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes;
  2. Minimize the consumption of resources, energy, and water;
  3. Prevent the creation of solid waste, air pollution, or water pollution; or
  4. Promote the use of nontoxic substances and avoid toxic materials or processes.
- C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

### **6.4 LAYOUT, FINISHES, AND FINISH SCHEMES FOR TENANT IMPROVEMENTS (AUG 2005) (\*)**

- A. All building finishes shall be for first class, modern space.
- B. After award of the contract and prior to submission of the finish scheme, the Lessor shall provide design assistance to coordinate color schemes with the furniture that the tenant agency plans to use. The finish scheme shall show the quality of the materials and the different color schemes suitable to the building and the location. The Lessor shall coordinate selections of all finishes with the Government and provide specification sheets for all materials.
- C. The Lessor shall provide to the Contracting Officer no more than five (5) finish scheme to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, ceilings and flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required finish scheme shall be provided within thirty (30) calendar days of the request for such by the Contracting Officer. The finish scheme shall be approved by the Contracting Officer prior to installation. Upon review with the Tenant Agency, a selection of ONE finish scheme shall be made within thirty (30) calendar days, the Offeror may assume that ONE finish scheme will be accepted for all finishes in the entire space under lease. No substitutes may be made by the Lessor after the finish scheme is selected, without the prior approval of the Contracting Officer.

### **6.5 WOOD PRODUCTS (AUG 2008)**

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center ([www.certifiedwood.org](http://www.certifiedwood.org)), the Forest Stewardship Council United States ([www.fscus.org](http://www.fscus.org)), or the Sustainable Forestry Initiative ([www.aboutsfi.org](http://www.aboutsfi.org)).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: [www.cites.org/eng/resources/species.html](http://www.cites.org/eng/resources/species.html)



- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.
- D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

**6.6 ADHESIVES AND SEALANTS (SEP 2000)**

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

**6.7 INSULATION: THERMAL, ACOUSTIC, AND HVAC (DEC 2007)**

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

**6.8 CEILINGS (JUL 2008) (\*)**

- A. The finished ceiling height of office areas shall be at least 9 feet, 0 inches and no more than 12 feet, 0 inches measured from finished floor to the lowest obstruction, such as sprinkler heads, pendant light fixtures, etc. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. The Lessor shall maintain the ceilings in good conditions, uniform in color and appearance, with no obvious damage to tiles or grid throughout the lease term.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling. FOR ADDITIONAL REQUIREMENTS REFER TO THE POR.
- D. Should the ceiling be installed in the Government demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre approved by the Contracting Officer:
1. Restrooms. Plaster or pointed and taped gypsum board.
  2. Corridors, Offices and Conference Rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre approved by the Contracting Officer. Tiles or panels shall contain recycled content.
  3. Eating/Galley Areas. Plaster or pointed and taped gypsum board or mineral acoustical tile.

**6.9 WALL FINISHES (DEC 2007) (\*)**

**A. BUILDING SHELL:**

1. Physical Requirements.
  - a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) semigloss paint on remaining wall areas or other finish approved by the Contracting Officer.
  - b. Prior to occupancy, all elevator areas that access the Government-demised area and hallways accessing the Government-demised area shall be covered with wall coverings not less than 20 ounces per square yard or high performance coating or paint or an equivalent pre-approved by the Contracting Officer.





c. FOR ADDITIONAL REQUIREMENTS REFER TO POR.

2. Replacement. The Lessor must maintain all wall coverings, high-performance coatings, and paints in "like new" condition for the life of the lease. The Lessor, at its expense, must replace or repair paints, high-performance coatings, or wall coverings any time during the Government's occupancy if they are torn, peeling, permanently stained, marked, or damaged from impact. The Lessor, at its expense, must repair or replace ceramic tile if it is loose, chipped, broken, or permanently discolored. All repair and replacement work must occur during tenant working hours, unless coordinated with the Government.

B. TENANT IMPROVEMENT INFORMATION:

1. In the event the Government chooses to install a wall covering as part of the Tenant Improvement Allowance, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. In the event the Government chooses to install a high-performance paint coating, the minimum standard is low VOC (Volatile Organic Compound) (Green Seal Standard GS-11). The finish shall be approved by the Contracting Officer.
2. For additional requirements, refer to the POR.

6.10 PAINTING (DEC 2007) (\*)

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. At the Lessor's expense, public areas shall be painted at least every 3 years during tenant working hours, unless coordinated otherwise with the Government.

B. TENANT IMPROVEMENT INFORMATION:

1. Painted surfaces shall be repainted, at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done during tenant working hours, unless coordinated otherwise with the Government.
2. At the Lessor's expense, the tenant areas shall be repainted at least every 5 years during tenant working hours. This expense shall include the moving and returning of furnishings, including disassembling and reassembling of systems furniture by a Government approved contractor.
3. The Lessor shall provide interior paints and coatings that meet the following standards. Topcoat Paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993. All other Architectural Coatings, Primers, and Undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
  - a. Architectural paints, coatings and primers applied to interior walls and ceilings: Flats: 50 g/L, Non-Flats: 150 g/L.
  - b. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L
  - c. Clear wood finishes: varnish 350 g/L; lacquer 550 g/L
  - d. Floor coatings: 100 g/L
  - e. Sealers: waterproofing sealers 250 g/L; sanding sealers 275 g/L; all other sealers 200 g/L
  - f. Shellacs: Clear 730 g/L; pigmented 550 g/L
  - g. Stains: 250 g/L
4. Use reprocessed or consolidated latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Contracting Officer. Follow the manufacturer's recommendations for the application and maintenance of all paint products.

6.11 DOOR ASSEMBLIES: EXTERIOR (SEP 2000) (\*)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be



installed in a manner that prevents removal when the door is closed and locked. Glass doors shall only be permitted at the main entry door into the office building.

2. These doors shall have a minimum clearance when opened at 90 degrees of 36" wide x 84" high (per leaf). Doors shall be heavy duty, flush, 1) hollow steel construction. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16 gauge hollow steel. Hollow steel doors shall be at least 1 3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR

**6.12 DOORS: SUITE ENTRY (AUG 2008)**  
**TENANT IMPROVEMENT INFORMATION:**

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, *Life Safety Code* (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint finish with no formaldehyde.

B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

**6.13 DOORS: INTERIOR (AUG 2008)**  
**TENANT IMPROVEMENT INFORMATION:**

- A. Doors within the Government-demised area shall be provided as part of the Tenant Improvements and shall have a minimum clear opening of 36" wide x 84" high. Doors shall be flush, solid-core, wood with a natural wood veneer face or an equivalent door pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, *Life Safety Code* (current as of the award date of this lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

**6.14 DOOR ASSEMBLIES: HARDWARE (AUG 2005) (\*)**  
**A. BUILDING SHELL:**

1. Doors shall have door handles or door pulls with heavy weight hinges. All doors shall have corresponding door stops (wall or floor mounted) and silencers. All public use doors, freight elevator vestibule, loading dock, and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

**B. TENANT IMPROVEMENT INFORMATION:**

1. Doors shall have door handles or door pulls with heavy-weight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers.

2. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

**6.15 DOORS: IDENTIFICATION (SEP 2000) (\*)**  
**A. BUILDING SHELL:**

1. All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

**B. TENANT IMPROVEMENT INFORMATION:**

1. Door Identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. Door Identification shall be installed in approved locations adjacent to office entrances. As a minimum, each room shall have an identifying room number for maintenance purposes. The form of door Identification shall be approved by the Contracting Officer.

2. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.



**6.16 PARTITIONS: GENERAL (DEC 2007)**

**A. BUILDING SHELL:**

Partitions in public areas shall be marble, granite, hardwood, or sheetrock covered with durable wall covering or high performance coating, or equivalent pre-approved by the Contracting Officer.

**6.17 PARTITIONS: PERMANENT (SEP 2000)**

**A. BUILDING SHELL:**

1. Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. Partitions shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E 84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, Life Safety Code

**6.18 PARTITIONS: SUBDIVIDING (SEP 2000) (\*)**  
FOR ADDITIONAL REQUIREMENTS, REFER TO POR.

**6.19 FLOOR COVERING AND PERIMETERS (SEP 2000) (\*)**

**A. BUILDING SHELL:**

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre approved by the Contracting Officer. Resilient flooring, or an equivalent pre approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre approved by the Contracting Officer.
2. Unless another covering is approved by the Contracting Officer, terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas.

**B. CARPET – REPAIR OR REPLACEMENT:**

1. At the Lessor's expense, carpet shall be replaced, every 10 years during the Government's occupancy. Unless damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:
  - a. backing or underlayment is exposed;
  - b. there are noticeable variations in surface color or texture; or
  - c. tears and tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings and disassembling and reassembling of systems furniture by a Government approved contractor. Work shall be performed during tenant working hours, unless otherwise coordinated with the Government, as defined elsewhere in this SFO.

**C. RESILIENT FLOORING – REPAIR OR REPLACEMENT:**

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:
  - a. it has curls, upturned edges, or other noticeable variations in texture.
3. Repair or replacement shall include the moving and returning of furnishings and disassembling and reassembling of systems furniture by a Government approved contractor. Work shall be performed during tenant working hours, unless otherwise coordinated with the Government, as defined elsewhere in this SFO.

**D. TENANT IMPROVEMENT INFORMATION:**

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent approved by the Contracting Officer.
2. Unless another covering is approved by the Contracting Officer, terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet, showers and service areas
3. For additional requirements, refer to the POR.



**E. INSTALLATION AND ATTIC STOCK:**

1. Floor covering shall be installed in accordance with manufacturing instructions and by manufacturer approved installers. Floor covering must lay smoothly and evenly. Allowance shall be made for carpet borders and/or carpet patterns. To allow for replacement of permanently stained, damaged, or prematurely worn carpeting, a 5 percent attic supply must be provided at the beginning of the lease. The Lessor is responsible for providing storage space for the attic stock. During the term of the lease this attic stock supply, less any carpet tiles used to replace worn, damaged, or permanently stained, must be on hand and available for installation as needed. This carpet replacement/repair will be provided at no extra charge to the Government after the inception of the lease. The 5 percent attic stock is over and above the initial cutting and waste requirements of the initial carpet installation.

**6.20 CARPET: BROADLOOM (AUG 2008)**

- A. Any carpet to be newly installed pursuant to this paragraph or replaced during the life of the lease shall meet the following specifications:
1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament premium grade nylon branded by a major fiber producer [e.g., Invista, Solutia, Shaw, Honeywell].
  2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label Plus" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer. Refer to EPA's environmentally preferable purchasing web site, [WWW.EPA.GOV/EPP](http://WWW.EPA.GOV/EPP).
  3. *Carpet Pile Construction.* Carpet pile shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
  4. *Pile Weight.* Pile weight shall be a minimum of 28 oz/ square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 30 oz/square yard for level cut/uncut construction.
  5. *Secondary Back.* The secondary back shall be made from 100% synthetic fibers for glue-down installation.
  6. *Density.* The density shall be a minimum of 5,000 oz/ cubic yard.
  7. *Pile Height.* The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.
  8. *Static Buildup.* Static buildup shall be a maximum of 3.5 KV when tested in accordance with AATCC-134.
  9. *Carpet Reclamation.* Where possible and required by law, dispose of any carpet replaced during the life of the lease from the site to a carpet recycling program or participate in a carpet buyback program. When carpet is replaced, submit documentation of carpet reclamation to the GSA Contracting Officer.
  10. *Flammability:* Carpet shall meet the flammability requirements of ASTE E-648 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.

**6.21 CARPET TILE (DEC 2007)**

- A. Any carpet to be newly installed pursuant to this paragraph shall meet the following specifications:
1. *Pile Yarn Content.* Pile Yarn Content. Pile yarn content shall be staple filament or continuous filament premium branded nylon branded by a major fiber producer [e.g., Invista (formerly DuPont), Solutia (formerly Monsanto), Shaw, and Honeywell (formerly BASF)].
  2. *Environmental Requirements.* The Lessor shall use carpet tiles that meet the "Green Label Plus" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer. Refer to the EPA's environmentally preferable purchasing web site, [www.epa.gov/epp](http://www.epa.gov/epp).
  3. *Carpet Pile Construction.* Carpet pile shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
  4. *Pile Weight.* Pile weight shall be a minimum of 20 oz/square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 30 oz/yd<sup>2</sup> for level cut/uncut construction.
  5. *Secondary Back.* The secondary backing shall be PVC free made from Polyurethane hardback, Thermoplastic Polyolefin Composite, Ethylene Vinyl Acetate-EVA, Polyurethane Cushion, or Olefin hardback reinforced with fiberglass.
  6. *Total Weight.* Total weight shall be a minimum of 90 oz/ square yard.
  7. *Density.* The density shall be a minimum of 5,000 oz/cubic yard.
  8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the total product shall not exceed 1/2 inch (13 mm).



9. **Static Buildup.** Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC 134.
10. **Carpet Construction.** Carpet construction shall be a minimum of 64 tufts per square inch.
11. **Carpet Reclamation.** Dispose of any carpet replaced during the life of the lease from the site to a carpet recycling program or participate in a carpet buyback program. When carpet is replaced, submit documentation of carpet reclamation to GSA.
12. **Flammability.** Carpet shall meet the flammability requirements of ASTE E-648 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.

**6.22 ACOUSTICAL REQUIREMENTS (SEP 2000) (\*)**

**A. BUILDING SHELL:**

**1. REVERBERATION CONTROL:**

- a. Ceilings shall have a noise reduction coefficient (NRC) of not less than 0.70 in accordance with ASTM C 423; a ceiling attenuation class (CAC) of not less than 35 in accordance with ASTM E 1414; and an articulation class (AC) of not less than 170 in accordance with ASTM E 1111.

**2. AMBIENT NOISE CONTROL:**

- a. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in all other spaces.

**3. NOISE ISOLATION:**

- a. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not have less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E 336:

i. Training Rooms:	NIC	50	
ii. Offices:		NIC	40
iii. Conference Rooms:	NIC	50	
iv. Health Facilities:	NIC	50	
v. Employee Lounges:	NIC	50	

**4. TESTING:**

- a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

**B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.**

**6.23 WINDOW COVERINGS (SEP 2000) (\*)**

**A. TENANT IMPROVEMENT INFORMATION:**

1. **Window Blinds.** All exterior windows shall be equipped with new window blinds, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be horizontal aluminum slats of 1 inch width or less or an equivalent approved by the Contracting Officer. The window blinds shall have non corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer. Alternate window coverings may be presented for approval by the Contracting Officer.
2. Tenant security regulations require fully extended window blinds with the slats adjusted to a 45-degree angle.

**6.24 BUILDING DIRECTORY (SEP 2000) (\*)**  
**REQUIREMENT DELETED**

**6.25 FLAG POLE (DEC 2008) (\*)**

**A. BUILDING SHELL:**

1. The Lessor shall provide three (3) flagpoles at a location to be approved by the Contracting Officer. The flagpoles shall be aluminum and shall be sized to complement the building façade. The poles shall also withstand an unflagged wind load of minimum 100 M.P.H. or higher if required by code. The poles shall be appropriately illuminated and accessible by a concrete walkway.
2. The flags and all replacement flags required during the term of the lease will be provided at the Lessor's expense. The flags must be sized appropriately to complement the size of the flagpole and building.
3. The Lessor shall be responsible for flag display on all workdays and federal holidays. The Lessor may light the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.



## 7.0 MECHANICAL, ELECTRICAL, PLUMBING

### 7.1 ADDITIONAL REQUIREMENTS (\*)

Additional requirements for Section 7.0 MECHANICAL, ELECTRICAL, PLUMBING are provided below.

### 7.2 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (AUG 2005)

#### A. BUILDING SHELL:

1. The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. The Lessor shall provide mains, lines, and meters for utilities. Exposed ducts, piping, and conduits are not permitted in office space. FOR ADDITIONAL REQUIREMENTS REFER TO THE POR.

#### B. SYSTEMS COMMISSIONING:

1. At the Lessor's expense, the Lessor must develop and use a commissioning plan to verify that the installation and performance of energy consuming systems meet the Government's project requirements. Incorporate commissioning requirements into the construction documents. The commissioning shall cover only work associated with tenant improvements or alterations. The Lessor shall provide to the Contracting Officer a narrative and diagrams indicating how the HVAC system works, what portions are shared with other tenants in the building, what was included in the project scope of work.
2. The energy-related systems of the commissioning process activities in the tenant scope include at a minimum: Heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.
3. The commissioning plan shall ensure that the portions of the building covered by the tenant's scope of work comply with ASHRAE/IESNA Standard 90.1-2001 (with all addenda) or the local energy code, whichever is more stringent.
4. For additional requirements, refer to the POR.

### 7.3 ENERGY COST SAVINGS (DEC 2007)

- A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the [www.epa.gov/energystar](http://www.epa.gov/energystar) web site.
- B. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the [www.eren.doe.gov/femp](http://www.eren.doe.gov/femp) web site, or call the FEMP Help Desk at 1-800-566-2877.
- C. Incandescent bulbs shall not be used. Where it is not feasible to eliminate incandescent bulbs, exceptions must be approved by the Contracting Officer.
- D. The Offeror is encouraged to purchase at least 50% of the Government tenant's electricity from renewable sources.
- E. SUBMITTAL REQUIREMENT:  
If renewable source power is purchased, provide documentation to the Contracting Officer within 9 months of occupancy.
- F. All new construction shall achieve an Energy Star score of 75 or above within 1 year after reaching 95 percent occupancy and will continue to retain the qualifying ENERGY STAR score or better ([WWW.ENERGYSTAR.GOV](http://WWW.ENERGYSTAR.GOV)). Provide documentation of achievement of the Energy Star score to the Contracting Officer within 15 months after receiving 95% occupancy.

### 7.4 DRINKING FOUNTAINS (AUG 2008)

#### A. BUILDING SHELL:

The Lessor shall provide, on each floor of Government occupied space, a minimum of one chilled accessible drinking fountain with potable water within every 200 feet of travel.

### 7.5 TOILET ROOMS (SEP 2000)

#### A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals



(in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open. The Lessor shall provide floor drains in all toilet rooms.

2. Each main toilet room shall contain the following equipment:
  - a. a mirror above the lavatory;
  - b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
  - c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
  - d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
  - e. a coin operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
  - f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
  - g. a disposable toilet seat cover dispenser; and
  - h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt type convenience outlet located adjacent to the counter area.

B. Toilet partitions shall be made from recovered materials as listed in EPA's CPG.

7.6 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000) (\*)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 50 percent men and 50 percent women.
2. Refer to the schedule separately for each sex.

NUMBER			OF		
MEN*/WOMEN			WATER CLOSETS		LAVATORIES
1	-	15	1		1
16	-	35	2		2
36	-	55	3		3
56	-	60	4		3
61	-	80	4		4
81	-	90	5		4
91	-	110	5		5
111	-	125	6		5
126	-	150	6		**
> 150			***		

\* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.

\*\* Add one lavatory for each 45 additional employees over 125.

\*\*\* Add one water closet for each 40 additional employees over 150.

3. For new installations:
  - a. Water closets shall not use more than 1.6 gallons per flush.
  - b. Urinals shall not use more than 1.0 gallons per flush.
  - c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch



7.7 JANITOR CLOSETS (DEC 2007) (\*)

A. BUILDING SHELL:

- Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.
- B. When not addressed by local code, provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.
- C. Refer to the "Indoor Air Quality for Ventilation Requirements" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this Solicitation for Offers (SFO).

7.8 HEATING AND AIR CONDITIONING (DEC 2007) (\*)

A. BUILDING SHELL:

1. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
2. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
3. Simultaneous heating and cooling are not permitted.
4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
5. Equipment Performance. Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant.
6. HVAC Use During Construction. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
  - a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
  - b. no permanent diffusers are used;
  - c. no plenum type return air system is employed;
  - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
  - e. following the building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
7. Ductwork Re use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
8. Insulation. All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
10. Thermal Comfort. During working hours in periods of heating and cooling, comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy.

B. TENANT IMPROVEMENT INFORMATION:

1. Zone Control. Provide individual thermostat control for office space with control areas not to exceed 1,500 ANSI/BOMA office area square feet. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing space use and modulating HVAC system in response to space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air





conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

**B. TENANT IMPROVEMENT INFORMATION:**

1. For additional requirements, refer to the POR.

**7.9 VENTILATION (AUG 2008)**

**A. BUILDING SHELL:**

1. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1, *Ventilation for Acceptable Indoor Air Quality*.
2. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall have a MERV efficiency of 8. Final filters shall have an MERV efficiency of 13.
3. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

**7.10 VENTILATION: TOILET ROOMS (DEC 1993)**

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

**7.11 ELECTRICAL: GENERAL (SEP 2000) (\*)**

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.
- B. A professional engineer registered in the State of the project location shall stamp the drawings. Whenever requested by the Government, the Lessor shall furnish at no additional cost to the Government, a report by a registered professional engineer to certify that the building electrical system is designed and constructed to meet the requirements of the lease / SFO.
- C. For additional requirements, refer to the POR.

**7.12 ELECTRICAL: DISTRIBUTION (SEP 2000) (\*)**

**A. BUILDING SHELL:**

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3 phase, 4 wire with bond, 60 hertz electric service available.
2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government demised area fall below 7 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent.

**B. TENANT IMPROVEMENT INFORMATION:**

1. All electrical, telephone, and data outlets within the Government demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall not be permitted.
4. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.



**7.13 ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS (\*)**

- A. The Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

**7.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000) (\*)**

**A. BUILDING SHELL:**

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
  - a. TIA/EIA 568, Commercial Building Telecommunications Cabling Standard,
  - b. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
  - c. TIA/EIA 570, Residential and Light Commercial Telecommunications Wiring Standard, and
  - d. TIA/EIA 607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.
3. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

**B. TENANT IMPROVEMENT INFORMATION:**

1. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

**7.15 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000) (\*)**

**A. BUILDING SHELL:**

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
3. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

**B. TENANT IMPROVEMENT INFORMATION:**

1. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

**7.16 DATA DISTRIBUTION (SEP 2000)**

- A. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards, as shown in Telecommunications: Distribution and Equipment paragraph above.

B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

**7.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000) (\*)**

**A. TENANT IMPROVEMENT INFORMATION:**

1. The Lessor shall provide as part of the Tenant Improvements separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall or floor feeds. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be



provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. For additional requirements, refer to the POR.

2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Government's vendors. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder type cable trays to insure that Government provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government demised area such that they are within a 30 foot, 0 inch horizontal distance of any single drop. Said cable trays shall provide access to both Government telecommunications data closets and telephone closets.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. The Lessor's electrical contractor shall connect power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre wired receptacles in the systems furniture. Other Government contractors will install the data cable in the furniture panels for the terminal and printer locations, install the connectors on the terminal/printer ends of the cable, and continuity test each cable. All furniture connections shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Some of this work may occur over a weekend on a schedule that requires flexibility and on call visits.

**7.18 ADDITIONAL ELECTRICAL CONTROLS (\*)**  
FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

**7.19 ELEVATORS (AUG 2008) (\*)**

- A. The Lessor shall provide suitable passenger and freight elevator service to any Government demised area not having ground level access. One passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading dock areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1 1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal tenant working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.
- B. CODE:
  1. Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/ASME A17.1, Safety Code for Elevators and Escalators, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, Inspectors' Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.
- C. SAFETY SYSTEMS:
  1. Elevators shall be equipped with telephones or other two way emergency signaling systems. The system used shall be marked and shall reach an emergency communication center as designated by the Government. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.
- D. SPEED:
  1. The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up peak demand period shall not exceed 35 seconds.
- E. INTERIOR FINISHES:
  1. Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent approved by the Contracting Officer

**7.20 LIGHTING: INTERIOR AND PARKING (DEC 2007)(\*)**

- A. BUILDING SHELL:
  1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:
    - a. The Lessor shall provide deep cell parabolic louver 2' 0" wide x 2' 0" high (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with energy efficient lamps (T8 or better) and electronic ballasts for standard

Phase II Version 1.4 DS  
60 of 82

INITIALS:

LESSOR

GOVT



interior lighting. Pendant hung, indirect lighting of 30-foot candles with appropriate reflective ceiling grid is an acceptable alternative. The space may be designed with a mixture of fixtures as driven by the workspace.

The lighting shall be designed to provide lighting requirements for each room. The following lighting levels shall be maintained based on IESNA standard and energy code: offices with task lighting - 30 FC, hallways/lobbies - 20 FC, Conference Rooms - 35 FC, maintenance vehicle bays 50 FC

- b. The entire site to include the exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have an average of 2 horizontal, maintained foot candles of illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Exterior lighting and indoor parking shall be sufficient to accommodate security monitoring (i.e., closed circuit television camera). Indoor parking shall have a minimum of 10 foot candles and shall be designed based on IESNA standards.
- c. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Provide daylight dimming controls in atriums and within 15 feet of windows where daylight can contribute to energy savings.
- d. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with ABAAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.
- e. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.





## **8.0 SERVICES, UTILITIES, MAINTENANCE**

### **8.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL**

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies, 2 hours for normal building maintenance issues and within 30 minutes for emergencies.

### **8.2 BUILDING MANAGER QUALIFICATIONS (MAR 2001) (\*)**

A. The Offeror shall designate a "Building Manager" which is the individual who shall have the primary responsibility of operating and maintaining (O&M) the facility upon occupancy by the Government. The Building Manager shall have formal training in the O&M of a facility and its systems. The Building Manager shall be a designated Certified Property Manager, Real Property Administrator, a Facilities Management Administrator, or equivalent designation from the Property Management Industry. In addition Building Manager shall also have experience with accepted business practices associated with the O&M of a facility. In addition to formal training in the operation and maintenance of a facility, the Building Manager shall have first hand experience in the operation and maintenance of commercial facilities of 75 percent of the square footage of this facility. A portion of the experience shall be in the operation and maintenance of multi-tenant commercial facilities. Experience with residential, multi-family, and warehouse facility does not meet this minimum requirement. The Government reserves the right to participate in the building manager selection process.

### **8.3 NORMAL HOURS**

A. Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 6:00 p.m. except Saturdays, Sundays, and federal holidays.

B. The Government will reimburse a portion of the cost of the HVAC for all rooms requiring 24-hour HVAC service. The Offeror shall provide to the Government the cost, if any, for HVAC services based on 6,250 hours per year (14-hours per day of overtime HVAC x 251 days and 24-hours per day of overtime HVAC x 114 days). The Government will pay for this usage via a lump sum payment each fiscal year of the lease. The payment will be prorated for those years that the Government does not occupy the space the entire fiscal year. (This cost will be considered in the Present Value price evaluation prior to award of a lease.)

### **8.4 OVERTIME USAGE (AUG 2008)**

A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager, or a designated Tenant Agency official. When ordered, services shall be provided at the hourly rate established in the contract, which shall include all the Lessor's administrative costs. Costs for personal services shall only be included as authorized by the Government.

C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.

D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

E. Failure to submit a proper invoice within 120 calendar days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this lease.

### **8.5 UTILITIES (AUG 2008)**

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates.

### **8.6 JANITORIAL SERVICES (AUG 2008)**

A. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this SFO.

#### **B. SELECTION OF CLEANING PRODUCTS:**

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

Phase II Version 1.4 DS  
62 of 82

INITIALS:

LESSOR

& GOVT



1. Use products that are packaged ecologically;
2. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. Minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at [www.gsa.gov/p2products](http://www.gsa.gov/p2products).

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

- D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment for the term of the lease. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
13. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

8.7 SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

SFO NO. 2818A  
01/15/09

Phase II Version 1.4 DS  
63 of 82

INITIALS:

LESSOR

GOVT



**8.8 LANDSCAPE MAINTENANCE**

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

**8.9 FLAG DISPLAY**

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

**8.10 MAINTENANCE AND TESTING OF SYSTEMS (AUG 2008)**

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.





## **9.0 SAFETY AND ENVIRONMENTAL MANAGEMENT**

### **9.1 ADDITIONAL REQUIREMENTS AND FIRE PROTECTION FOR NEW CONSTRUCTION (AUG 2008)**

For additional requirements refer to the POR.

- A. The Offeror shall provide a written statement from a licensed fire protection engineer that the building(s) fully complies with the fire protection and life safety requirements within this SFO.
- B. The new building shall be protected throughout by an automatic fire sprinkler system designed in accordance with the National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*.
- C. When an electric fire pump is provided to support the design of the fire sprinkler system, a secondary power source shall be provided to the fire pump by a standby emergency generator or another means acceptable to the Government.
- D. The fire alarm system installed shall be an emergency voice/alarm communication system when any one of the following conditions exist:
  - 1. The building is 2 or more stories in height above the level of exit discharge.
  - 2. The total calculated occupant load of the building is 300 or more occupants.
  - 3. The building is subject to 100 or more occupants above or below the level of exit discharge.
- E. The emergency voice/alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the award date of this SFO) adopted by the jurisdiction in which the building is located. In addition, the emergency voice/alarm communication system shall be capable of originating and distributing voice instructions (e.g., in the event of possible contamination of the HVAC system, blasts, etc.), as well as alert and evacuation signals pertaining to fire or other emergencies to the occupants of the building.

### **9.2 CERTIFICATE OF OCCUPANCY (MAY 2005) (\*)**

Offerors shall provide a copy of the valid certificate of occupancy issued by the local jurisdiction prior to occupancy. If the local jurisdiction does not issue a certificate of occupancy, the Offeror shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

### **9.3 FIRE PROTECTION AND LIFE SAFETY (MAY 2005) (\*)**

- A. All applicable building code, fire code, and ordinances adopted by the jurisdiction in which the building is located and all other nationally recognized codes and standards referenced herein, shall reference the current edition, in effect at the time of the solicitation.
- B. Buildings shall be in compliance with all of the fire protection and life safety requirements within the applicable building code, fire code, and ordinances adopted by the jurisdiction in which the building is located. In addition, the offered space shall meet the applicable egress requirements in NFPA 101, Life Safety Code, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable to the Government.
- C. The offered space shall provide unrestrictive access to a minimum of two remote exits on each floor of Government occupancy. The requirements for exit remoteness and discharge from exits shall meet the requirements in NFPA 101, Life Safety Code, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable to the Government.
- D. Prior to the Government's occupancy of the building, the Lessor shall test all fire protection detection systems, suppression systems, and other life safety systems in accordance with the applicable NFPA Standards and provide written documentation to the Contracting Officer. This documentation will be reviewed by the Government for compliance prior to occupancy of the building.

### **9.4 AUTOMATIC FIRE SPRINKLER SYSTEM (JUL 2008)**

- A. The office building and annex described in this SFO shall be protected throughout by an automatic sprinkler system designed in accordance with the requirements of NFPA Standard 13, *Installation of Sprinkler Systems*. Any other building(s) that is associated with the project described in the SFO shall not be required to be protected by an automatic sprinkler system unless specifically required by the applicable edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the other building(s) is located.



- B. Where applicable, fire pump installations shall be designed, installed, tested, and maintained in accordance with the requirements of the NFPA Standard 20, Standard for the Installation of Stationary Fire Pumps for Fire Protection, and Standard 25, Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems. Electric fire pumps shall be provided with essential power capability.

C. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

**9.5 FIRE ALARM SYSTEM (DEC 2008)(\*)**

- A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories in height above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances adopted by the jurisdiction in which the building is located.
- B. Manual fire alarm stations shall be installed on each floor of Government occupancy in accordance with the spacing requirements of NFPA Standard 72, National Fire Alarm Code.
- C. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code* (current as of the award of the lease). The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.
- D. Unless otherwise required by local codes, only visible (i.e., strobe device) alarm notification appliances and not audible alarm notification appliances are to be provided in building restrooms located on each floor of Government occupancy.
- E. For additional requirements, refer to the POR.

**9.6 EMERGENCY LIGHTING (APR 2006)**

If battery powered emergency lighting is provided, the battery packs shall provide a minimum of 90 minutes of illumination in accordance with the requirements of the NFPA Standard 101, Life Safety Code.

**9.7 MAINTENANCE/TESTING OF FIRE PROTECTION & LIFE SAFETY SYSTEMS (APR 2006) (\*)**

The fire alarm system shall be inspected, tested, and maintained by the Lessor in accordance with the requirements of NFPA Standard 72, National Fire Alarm Code. The water-based fire protection systems shall be inspected, tested, and maintained by the Lessor in accordance with NFPA Standard 25, Inspection, Testing, and Maintenance of Water-Based Fire Protection System. Services shall include all necessary labor, materials, and equipment and shall be performed by persons 1) qualified by experience and training to perform the work and 2) holding a current license for installation of the systems involved.

**9.8 LIGHTNING RISK ASSESSMENT (APR 2006) (\*)**

The Offeror shall perform a lightning risk assessment calculation as defined by NFPA Standard 780, Standard for the Installation of Lightning Protection Systems, for the proposed site and structure. Risk index values in the moderate-to-severe category or higher shall require the installation of a listed lightning protection system. The risk assessment calculation shall be submitted to the Contracting Officer for review at the time of the first construction drawings submission.

**9.9 OSHA REQUIREMENTS (SEP 2000)**

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

**9.10 ASBESTOS (SEP 2000) (\*)**

The leased space shall be free of all asbestos containing materials (ACM). ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

**9.11 INDOOR AIR QUALITY (DEC 2007)**

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO<sub>2</sub> 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of tenant working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.



- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.
- F. Where hazardous gasses or chemicals may be present or used, including copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per square foot, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 PA (0.02 inches of water gauge) and with a minimum of 1 PA (0.004 inches of water gauge) when the doors to the rooms are closed.

**9.12 RADON IN AIR (SEP 2000)**

- A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 pico curies per liter (pCi/L), herein called "EPA's action concentration."
- B. INITIAL TESTING:
1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
  2. Testing sequence. The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
  3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during build out before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.
- C. CORRECTIVE ACTION PROGRAM:
1. Program Initiation and Procedures
    - a. If either the Government or the Lessor detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
    - b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
    - c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
    - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation that would affect the program or increase the radon concentration to or above the EPA action level.
  2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.



3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

**D. TESTING PROCEDURES:**

1. **Standard Test.** Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. **Short Test.** Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

**9.13 RADON IN WATER (SEP 2000)**

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

**9.14 HAZARDOUS MATERIALS (OCT 1996)**

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

**9.15 RECYCLING (DEC 2007)**

- A. Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such State and/or local law, code; or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist. Provide an easily accessible, appropriately sized (2 square feet per 1,000 square feet of building gross floor area) area that serves the tenant space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.
- B. **SUBMITTAL REQUIREMENT:**  
The Lessor shall submit a building recycling service plan with floor plans annotating recycling area(s) as part of DIDs to be reflected on the Construction Drawing (CD) submission.

**9.16 OCCUPANT EMERGENCY PLANS (AUG 2008)**

The Lessor is required to participate in and comply with the development and implementation of the Government Occupant Emergency Plan. The Plan must, among other things, include emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel. For further information and guidelines on Occupant Emergency Plans, see also the following website:  
[HTTP://WWW.9-11SUBMIT.ORG/MATERIALS9-11/911/ACROBAT/27/P3&C10/EMERGENCYPREPAREDNESSPLANS/GSAOCCUPANTEMERGENCYPROGRAM.PDF](http://www.9-11submit.org/materials9-11/911/ACROBAT/27/P3&C10/EMERGENCYPREPAREDNESSPLANS/GSAOCCUPANTEMERGENCYPROGRAM.PDF).

**9.17 MOLD (AUG 2008)**

- A. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.
- B. The Lessor shall provide space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").
- C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall (i) cause an industrial hygienist



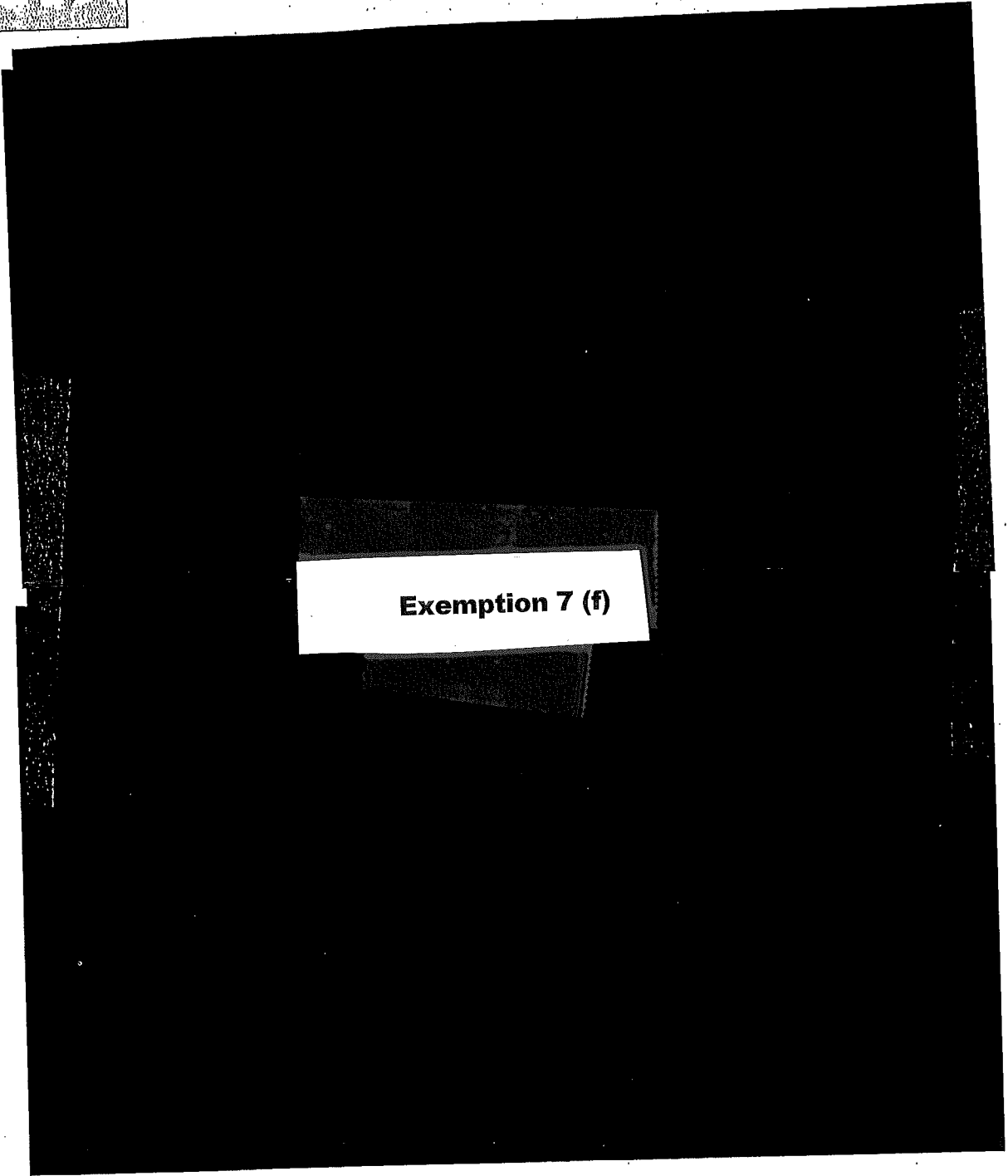
certified by the American Board of Industrial Hygienists or a qualified consultant ("the Inspector") who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the space for the presence of Actionable Mold or mold indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the "Report") to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of Actionable Mold or Indicators in the leased space.

- D. The presence of Actionable Mold in the premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this lease. In addition to the provisions of the Fire and Other Casualty clause of this lease, should a portion of the premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative space at the Lessor's expense, including the cost of moving, and any required alterations.
- E. If the Report indicates that Actionable Mold or Indicators are present in the leased space, the Lessor, at its sole cost, expense, and risk, shall within five days after its receipt of the Report: 1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the "Plan") and within five days after the Government's approval of the Plan, remediate the Actionable Mold or the Indicators in the leased space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the Actionable Mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and 2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased space of the nature, location and schedule for the planned remediation and reasons therefore.
- F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable federal, state, or local laws, regulatory standards and guidelines.
- G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
- H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the Actionable Mold, the Government may implement a corrective action program and deduct its costs from the rent.

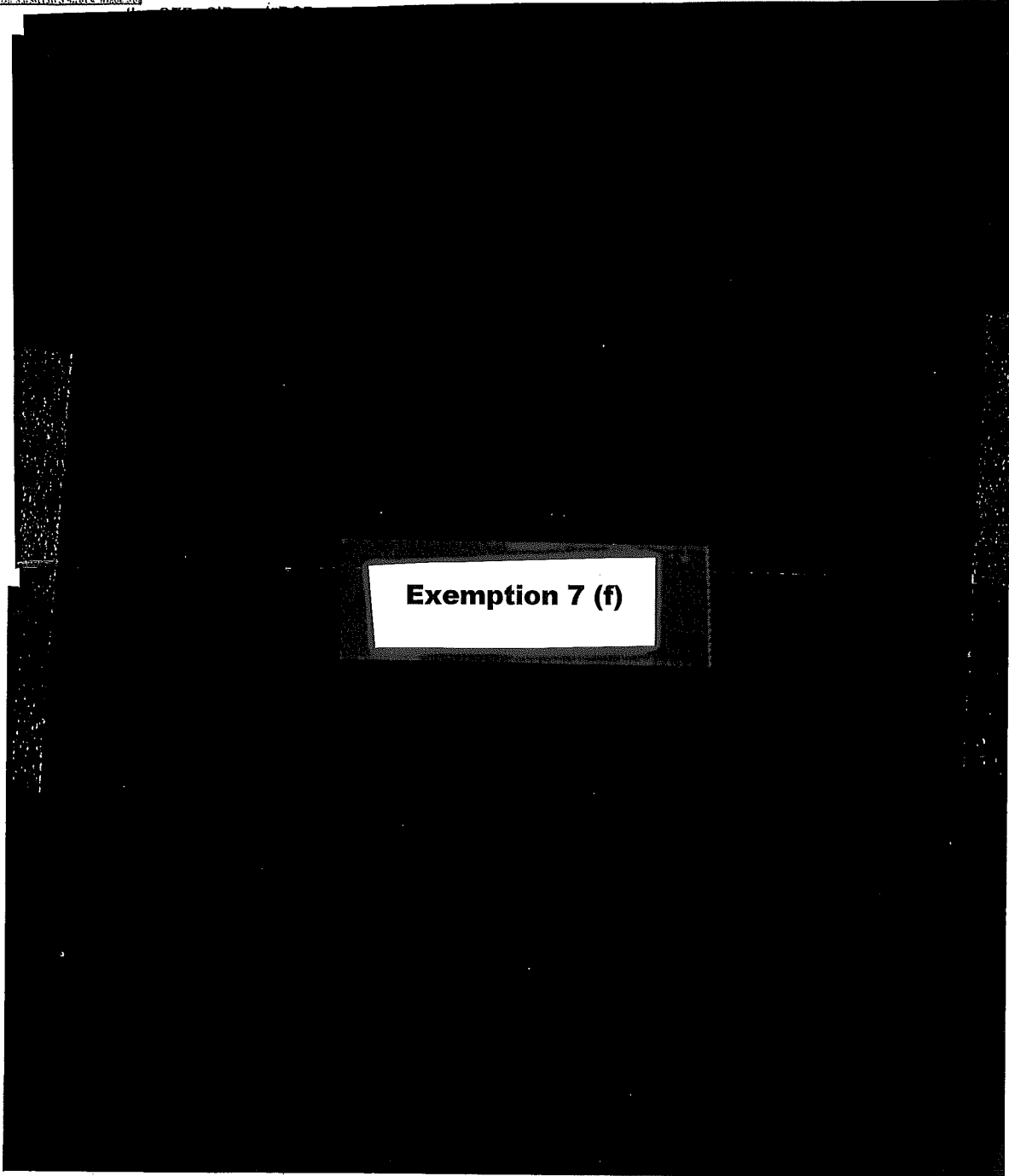


10.0 TENANT IMPROVEMENTS

10.1 TENANT IMPROVEMENTS PRIOR TO GOVERNMENT'S INITIAL SPACE ACCEPTANCE (SEP 2000)  
PARAGRAPH DELETED.

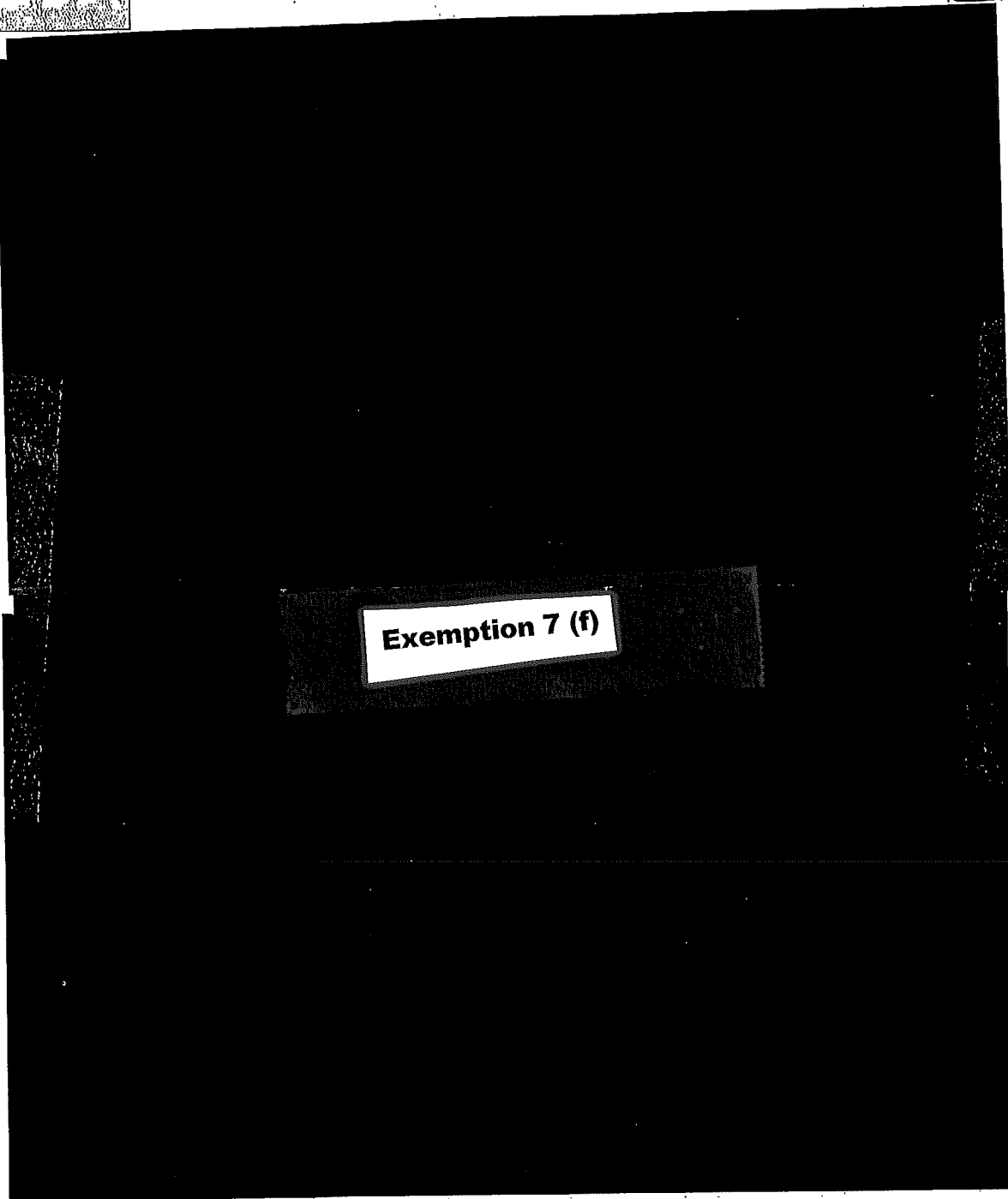


**Exemption 7 (f)**

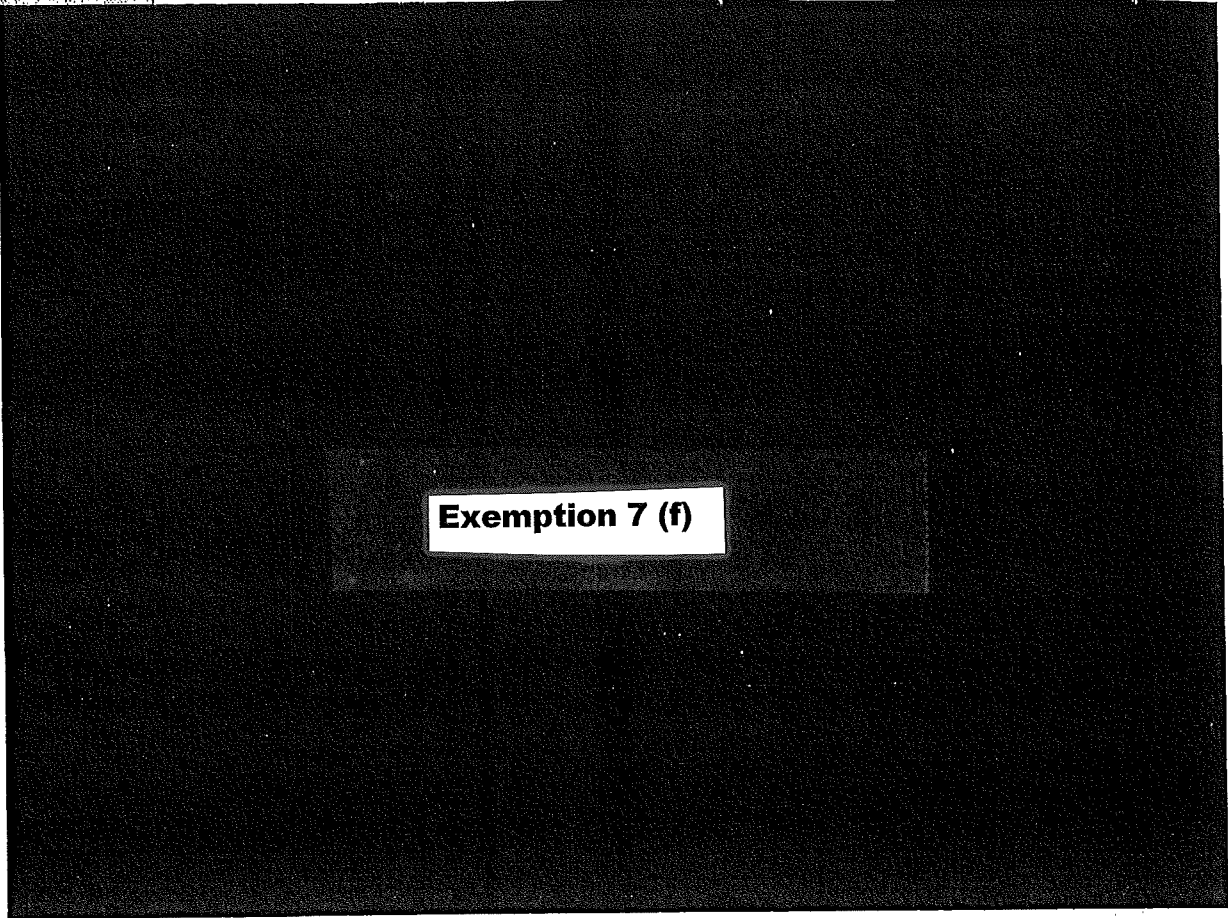


**Exemption 7 (f)**

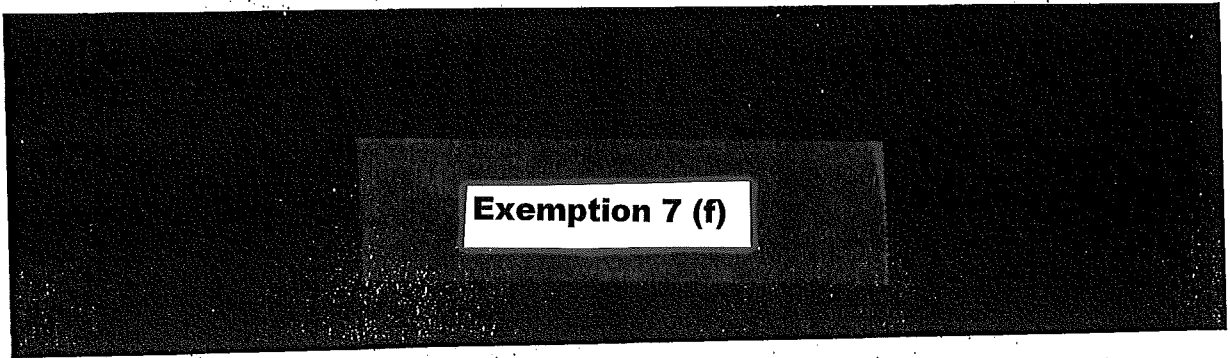




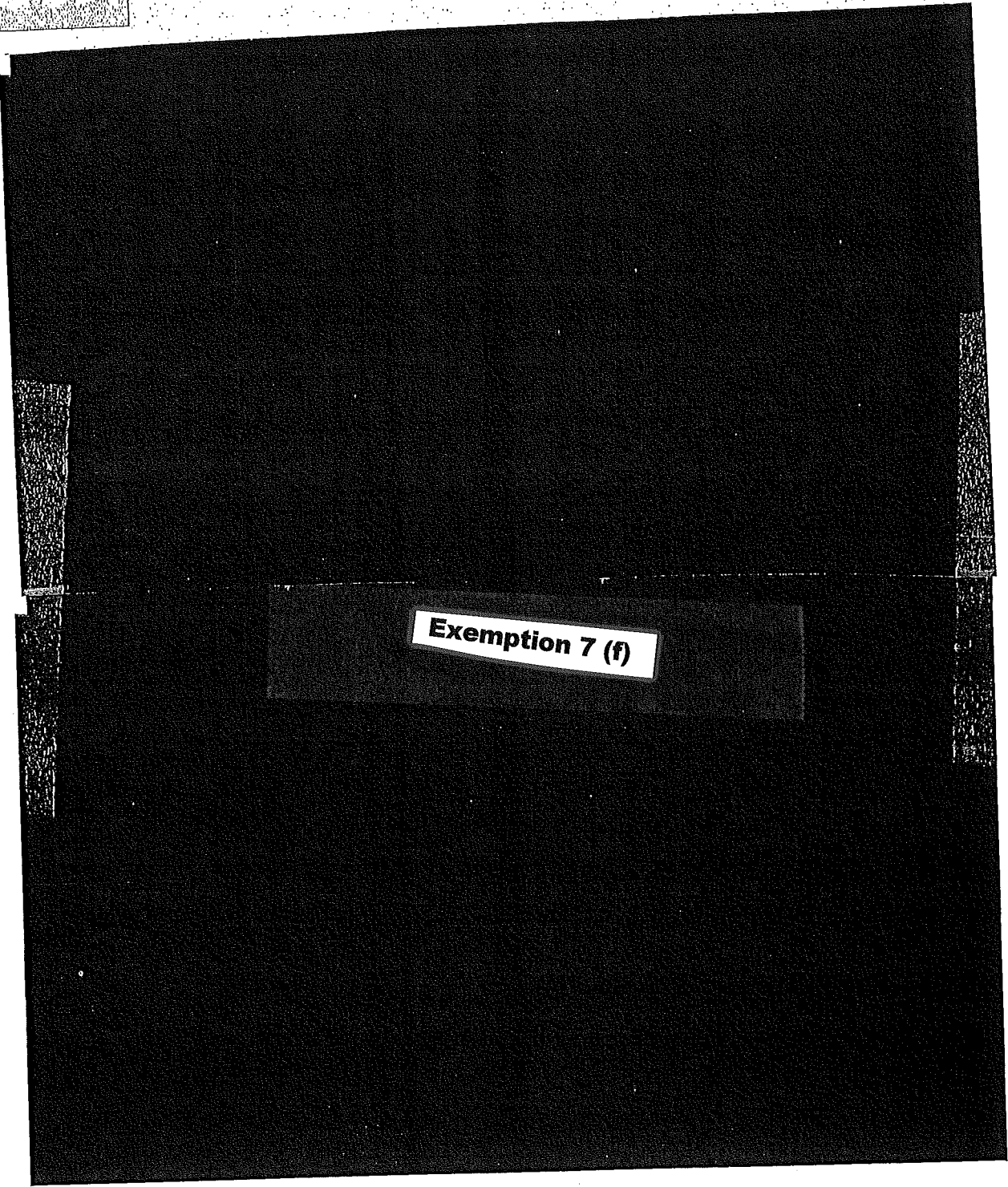
**Exemption 7 (f)**



**Exemption 7 (f)**



**Exemption 7 (f)**



**Exemption 7 (f)**



**Exemption 7 (f)**



**12.0 SPECIAL REQUIREMENTS**

**12.1 GENERAL**

For additional requirements, refer to the attached Program of Requirements (POR).